



STEVEN L. BESHEAR
GOVERNOR

EXECUTIVE ORDER

Secretary of State
Frankfort
Kentucky

2014-290
May 5, 2014

By virtue of the authority vested in me by Section 12.210(1) of the Kentucky Revised Statutes, and as Governor of the Commonwealth of Kentucky, I, Steven L. Beshear, do hereby approve an employment contract between **University of Louisville**, and the following attorneys, as outlined in the attached contracts:

Bingham, Greenebaum and Doll, LLP, Louisville, Kentucky
Dinsmore & Shohl LLP, Louisville, Kentucky
Stoll, Keenon and Ogden, Louisville, Kentucky
Wyatt, Tarrant & Combs, Louisville, Kentucky
Mr. J. Gregory Clare, Louisville, Kentucky
Strause Law Group PLLC, Louisville, Kentucky
McBrayer, McGinnis, Leslie & Kirkland PLLC, Louisville, KY
Ms. Eileen Minto, Goshen, Kentucky

Please enter this Executive Order upon the Executive Journal and file the attached Contract with the Executive Order.


STEVEN L. BESHEAR
Governor


ALISON LUNDERGAN GRIMES
Secretary of State

RECEIVED AND FILED

DATE 5/6/14

ALISON LUNDERGAN GRIMES
SECRETARY OF STATE

COMMONWEALTH OF KENTUCKY
BY *R. Allen*

CONTINUATION OF PSC 13-001A-H

UTILIZING SAME TERMS, CONDITIONS
SPACING PROVIDED ON RFP 127-PSC

UNIVERSITY OF LOUISVILLE
PURCHASING DEPARTMENT

STATE CONTRACT
FOR PERSONAL SERVICES

Personal Service Contract Number PS <u>15-007A-H</u>
PeopleSoft SpeedType _____
Encumbrance Amt. _____
.....
This Contract ("Agreement") is effective on _____ (date of delivery to the Legislative Research Commission)
This Contract ("Agreement") expires _____

THIS CONTRACT ("Agreement") is made and entered
into this 1st day of April, 2014, by and
between the University of Louisville, hereinafter referred to
as the "First Party," and
ON FILE - SEE ATTACHED LIST

(Name of Individual or Firm)

(Social Security Number/Federal ID Number)

(Address)

hereinafter referred to as the "Second Party."*

*Second Party, or any principal thereof, will indicate by checking the appropriate box below if employed by the University of Louisville or any affiliate.

University of Louisville Employee? Yes ☐ No ☒ If Yes, Name _____

If yes, Second Party agrees to accept the agreement based on the law set forth in KRS45A.340 as it relates to conflicts of interest of public officers and employees.

WHEREAS, the First Party, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following-described function(s):

perform legal services and representation for the University of Louisville in various matters including but not
limited to, employment, contract, gift and estate, real estate, bankruptcy, environmental and other
regulatory matters, and immigration.

WHEREAS, the First Party has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

WHEREAS, the Second Party is available and would be qualified to perform such function; and

WHEREAS, for the hereinbefore-stated reasons, the First Party desires to avail itself of the services of the Second Party,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

FIRMS CHOSEN FROM RESPONSES TO RFP127-PSC

**BINGHAM GREENEBAUM DOLL LLP
MR HOLLAND MCTYEIRE V
3500 NATIONAL CITY TOWER
101 S FIFTH STREET
LOUISVILLE KY 40202**

PSC #
15-007A

**DINSMORE & SHOHL LLP
MS DONNA K PERRY
2500 NATIONAL CITY TOWER
101 S FIFTH STREET
LOUISVILLE KY 40202**

15-007B

**STOLL KEENON OGDEN
MR CRAIG DILGER
2000 PNC PLAZA
500 W JEFFERSON STREET
LOUISVILLE KY 40202**

15-007C

**WYATT TARRANT & COMBS
MR FRANKLIN JELSMA
2800 PNC PLAZA
500 W JEFFERSON STREET
LOUISVILLE KY 40202**

15-007D

**MR J GREGORY CLARE
LAW OFFICES OF J. GREGORY CLARE
2933 BOWMAN AVE
LOUISVILLE KY 40205**

15-007E

**STRAUSE LAW GROUP PLLC
MR RANDALL S STRAUSE
804 STONE CREEK PARKWAY
SUITE 1
LOUISVILLE KY 40223**

15-007F

**MCBRAYER MCGINNIS LESLIE & KIRKLAND PLLC
MR ROBERT T WATSON
9300 SHELBYVILLE RD, STE 210
LOUISVILLE KY 40222**

15-007G

**MS EILEEN MINTO
ATTORNEY AT LAW
P O BOX 68
GOSHEN KY 400260068**

15-007H

1. SERVICES

The Second Party will perform the services which are described with particularity in the attached letter (to which reference is made below) which is made a part hereof as if fully incorporated herein, or, if no letter is necessary, as hereinafter described with particularity as follows. Where applicable, both parties will work with the University of Louisville Office of Communications and Marketing to ensure compliance with the First Party's graphic identity standards and strategic planning/branding initiatives.

the firms will perform the services which are described within the original agreement of contract under RFP127-PSC including, but not limited to, matters regarding: employment, contract, gift and estate, real estate, bankruptcy, environmental and other regulatory matters, and immigration.

2. CONSIDERATION

A. FEE

As fee for the services hereinbefore set forth, having been performed to the satisfaction of the First Party, agrees to pay the Second Party as indicated:

a sum not to exceed \$ 600,000.00

to be paid in the following manner or on the following terms: (Please state frequency of payment, amount to be paid for specific services rendered/milestone accomplished).

Invoiced monthly at the state mandated rates of: Partner \$125/hr; Associate \$100/hr;

Legal Asst/Paralegal \$40/hour; Other Partner Trial/Hearing Time in Court \$125/hour.

The Second Party's invoice(s) for fee shall be signed and shall include not less than the following information: State Invoice Form and attorney hours and service by date plus expenses (included

and added in as part of flat fee above per previous agreement) and fees.

The Second Party shall maintain supporting documents to substantiate invoices and shall furnish same if requested by the First Party.

The First Party payment terms are net 30 days, subject to applicable funding approval.

B. TRAVEL EXPENSES, if authorized herein.

The Second Party shall be paid for no travel expenses unless and except as specifically authorized by this paragraph as follows:

N/A

Travel expenses, if authorized, shall be billed in the following manner:

N/A

C. **OTHER EXPENSES, if authorized herein.**

The Second Party shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized as follows: N/A

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Second Party of valid, itemized statements submitted periodically for payment at the time any fees are due. The Second Party shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the First Party.

D. **MAXIMUM FOR FEE AND EXPENSES**

The Second Party's fee, travel expense reimbursement (if any) and other expense reimbursement (if any) relative to the services shall not exceed a total of \$ 600,000.00.

3. **INVOICING**

- A. **Invoicing for Fee:** The Second Party's fee shall be original invoice(s) and shall be signed by the Second Party. The invoice(s) must conform to the method prescribed under Section (2), Consideration, Paragraph A.
- B. **Invoicing for Travel Expenses:** The Second Party must follow instructions prescribed under Section (2), Consideration, Paragraph B. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous travel expenses.
- C. **Invoicing for Miscellaneous Expenses:** The Second Party must follow instructions prescribed under Section (2), Consideration, Paragraph C. Expenses submitted shall be either original or certified copies.
- D. The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. "No payment shall be made on any personal service contract unless the individual, firm, partnership or corporation awarded the personal service contract submits its invoice on a form established by the committee." The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted with each invoice as a condition of payment. The Personal Service Contract Invoice Form shall be used for this purpose and may be found online at <http://louisville.edu/purchasing/forms/pscinvoiceform.pdf>.

4. **SIGNIFICANT CONTRACT DATES**

A. **EFFECTIVE DATE**

This agreement is not effective unless and until the agreement is filed with the Legislative Research Commission, with agreement accompanied by documentation of the need for such service and by documentation that state personnel are not available to perform such service or that it is not feasible for state personnel to perform such service.

B. **DATES WORK IS TO BE PERFORMED**

The period within the current fiscal year in which the services are to be performed under this agreement is from July 1 20 14 to June 30 20 16.
(Month & Day) (Month & Day)

C. **EARLIEST DATE OF PAYMENT**

No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless and until alternate actions occur as set out in KRS 45A.695(7).

5. EXTENSIONS

At the expiration of its initial term, this agreement may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of the Director of Purchasing. The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of the Department of Purchasing and/or the Legislative Research Commission's Government Contract Review Committee.

6. SOCIAL SECURITY

The parties are cognizant that the First Party is not liable for Social Security contributions pursuant to Section 418, 42 U.S. Code, relative to the compensation of the Second Party for this agreement.

7. CANCELLATION

The First Party shall have the right to terminate and cancel this agreement at any time upon thirty (30) days' written notice served on the Second Party by registered or certified mail.

8. PURCHASING AND SPECIFICATIONS

The Second Party certifies by his signature hereinafter that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services or commodities by the First Party. For the purpose of this paragraph and Paragraph 9, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved then "he" is construed to mean any person with an interest therein.

9. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES

The Second Party hereby certifies by his/her signature hereinafter that he/she is legally entitled to enter into the subject agreement and certifies that he/she is not and will not be violating any conflict of interest statute, including KRS 45A.330 - 45A.340, 164.390, 45A.990 or KRS 11A.040 of the Executive Branch Code of Ethics, relating to the employment of former public servants.

All Bidders shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

Conflicts: The undersigned hereby certifies that neither he/she nor any member of his/her immediate family have an interest in any business entity involved in the performance of this agreement or have contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this agreement. The undersigned further swears under the penalty of perjury, that neither he/she nor the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

10. COMPLIANCE AND CHOICE OF LAW

Second Party will comply with all applicable law, regulation and University of Louisville Policy. All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

11. FEDERAL SUPPLIER CERTIFICATION

Are federal funds being used? Yes ☐ No ☒

If yes, please have attached Supplier Certification completed.

12. **Ownership of Intellectual Property:** Second Party agrees that any and all inventions, improvements, modifications, discoveries, information, data and materials (hereinafter collectively "Intellectual Property") which are conceived, invented, authored, developed and/or reduced to practice in the performance of this agreement, including but not limited to source code, computer programs, databases, web pages and documentation, are works for hire, and shall be and remain the sole property of the First Party and shall be provided to First Party at the termination of this agreement. Second Party agrees to safeguard and keep confidential said Intellectual Property and all information (including records and dates) acquired by it from any source in the performance of this project. These conditions shall survive this agreement.
13. **Lobbying Activities:** The Second Party certifies that it has and will continue to fully comply with the Lobbying Disclosure Act of 1995, and other applicable laws, with regard to services under this agreement with first party and will maintain documentation of such compliance available for inspection by first party as its designated agents. No funds from the agreement are to be used for any campaign for or against any candidate for public office.
14. **Billing Services: Audits:** The First Party shall be informed by the Second Party of any audit by the Second Party of its records and operations at the University. The First Party shall receive a full report of any such audits. The First Party or its designee shall have the right to conduct its own audit of the Second Party's records as they relate to this contract by giving seven (7) working days notice to the Second Party. The First Party shall notify the Second Party, in writing, of any deficiency made known as a result of said audits, in their accounting procedures. If the First Party should uncover any billing discrepancies of more than one (1) percent, the cost of such audit shall be at the Second Party's expense.
15. **Indemnification:** The Second Party hereby agrees to indemnify and hold the First Party harmless from and against any costs, liability, expenses (including reasonable attorney fees), damages, and lawsuits whatsoever arising from the Second Party's performance of the terms of this agreement.
16. **Eligibility to Participate in Governmental Programs Certification:** Second Party's signature on this Agreement certifies that the Second Party, and where applicable subcontract Second Party, or any person performing services under this Agreement (i) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a criminal offense related to the provision of government healthcare, procurement, or other programs and have not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the Second Party, and where applicable subcontract vendor, or any person performing services under this agreement becomes ineligible for participation in such governmental programs in the future, Second Party will have a process in place such that subcontract vendor(s) and any person performing services under this Agreement will promptly notify the Second Party of such ineligibility. The Second Party will notify the University Purchasing Office within seventy-two (72) hours of the Second Party becoming aware of the governmental ineligibility of the Second Party, any subcontract vendor, or any person performing services under this Agreement.
17. **Entire Understanding:** This Agreement represents the entire understanding and agreement between the parties relating to the services and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either University or Second Party. No provision of this agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.
18. **Authority to Contract:** Second Party and the principal signing on its behalf, certifies that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in KY, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

Dept. Name <u>University Counsel Office</u>
Dept. Contact <u>Kate Niehaus</u>
Dept. Phone <u>502.652.6961</u>

UNIVERSITY OF LOUISVILLE

RECOMMENDED BY:

Lynda A. Lockman

Chair/Department Head

Signature confirms that funds are available to cover the cost of these services

Lynda A. Lockman 2/21/2014

Printed Name

Date

Dana B. Mayton

Dana B. Mayton 4-28-14

REVIEWED AS TO FORM & LEGALITY:

Lynda A. Lockman

Attorney, University of Louisville

Lynda A. Lockman 2/21/2014

Printed Name

Date

RECOMMENDED BY:

Sally Jensen Malsbager

Purchasing Officer or Authorized Representative

Sally Jensen Malsbager 4-25-14

Printed Name

Date

FIRST PARTY:

M.H. Payne

Vice President for Business Affairs

Mitchell H. Payne, J.D.

M.H. Payne 4-29-14

Printed Name

Date

SECOND PARTY:

H.N. McTyghe Partner

Signature & Title

Holland N. McTyghe 04-08-14

Printed Name

Date

(Bingham Greenebaum Doll LLP)

NOTE:

Second Party may not begin work until contract has been received by the Legislative Research Commission. Receipt of a University of Louisville Purchase Order will be the department's notification that payment may be made.

PSC#15-007B

UNIVERSITY OF LOUISVILLE

RECOMMENDED BY:

Long K. H. Kerkner

Chair/Department Head

Signature confirms that funds are available to cover the cost of these services

Long K. H. Kerkner 2/21/2014

Printed Name

Date

Dana B. Mayton

Dana B. Mayton 4-28-14

REVIEWED AS TO FORM & LEGALITY:

Long K. H. Kerkner

Attorney, University of Louisville

Long K. H. Kerkner 2/21/2014

Printed Name

Date

RECOMMENDED BY:

Sally Jensen Melsberger

Purchasing Officer or Authorized Representative

Sally Jensen Melsberger 4-25-14

Printed Name

Date

FIRST PARTY:

M. H. Payne

Vice President for Business Affairs

Mitchell H. Payne, J.D.

Printed Name

Date

4-29-14

SECOND PARTY:

Donna King Perry, Partner

Signature & Title

Donna King Perry 2/24/14

Printed Name

Date

NOTE:

Second Party may not begin work until contract has been received by the Legislative Research Commission. Receipt of a University of Louisville Purchase Order will be the department's notification that payment may be made.

3/28/11

PSC# 15-007C

UNIVERSITY OF LOUISVILLE

RECOMMENDED BY:

1674 A. K. Kestner

Chair/Department Head

Signature confirms that funds are available to cover the cost of these services

2/21/2014

Printed Name

Date

Dana B. Mayhew

Dana B. Mayhew 4-28-14

REVIEWED AS TO FORM & LEGALITY:

1674 A. K. Kestner

Attorney, University of Louisville

2/21/2014

Printed Name

Date

RECOMMENDED BY:

Sally Jensen Malsberger

Purchasing Officer or Authorized Representative

4-25-14

Printed Name

Date

FIRST PARTY:

M. H. Payne

Vice President for Business Affairs

Mitchell H. Payne, J.D.

4-29-14

Printed Name

Date

SECOND PARTY:

Partner

Signature & Title

2-24-2014

Printed Name

Date

(Stott Keenon Ogden)

NOTE:

Second Party may not begin work until contract has been received by the Legislative Research Commission. Receipt of a University of Louisville Purchase Order will be the department's notification that payment may be made.

3/28/11

PSC # 15-007D

UNIVERSITY OF LOUISVILLE

FIRST PARTY:

M.H. Payne
Vice President for Business Affairs
Mitchell H. Payne, J.D.
4-29-14
Printed Name Date

SECOND PARTY:

Franklin L. Jolson
Signature & Title
Franklin L. Jolson 2/25/14
Printed Name Date
(Wyatt Tarrant & Combs)

NOTE:

Second Party may not begin work until contract has been received by the Legislative Research Commission. Receipt of a University of Louisville Purchase Order will be the department's notification that payment may be made.

3/28/11

RECOMMENDED BY:

Robert L. Kostner
Chair/Department Head
Signature confirms that funds are available to cover the cost of these services
Robert L. Kostner 2/21/2014
Printed Name Date

Dana B. Mayton
Dana B. Mayton 4-28-14

REVIEWED AS TO FORM & LEGALITY:

Robert L. Kostner
Attorney, University of Louisville
Robert L. Kostner 2/21/2014
Printed Name Date

RECOMMENDED BY:

Sally Jensen Malsberger
Purchasing Officer or Authorized Representative
Sally Jensen Malsberger 4-25-14
Printed Name Date

PSC#15-007E

UNIVERSITY OF LOUISVILLE

RECOMMENDED BY:

Leigh A. Koshover

Chair/Department Head

Signature confirms that funds are available to cover the cost of these services

Leigh A. Koshover 2/21/2014

Printed Name

Date

Dana B. Mayton

Dana B. Mayton 4-28-14

REVIEWED AS TO FORM & LEGALITY:

Leigh A. Koshover

Attorney, University of Louisville

Leigh A. Koshover 2/21/2014

Printed Name

Date

RECOMMENDED BY:

Sally Jensen Molsberger

Purchasing Officer or Authorized Representative

Sally Jensen Molsberger 4-25-14

Printed Name

Date

FIRST PARTY:

M. H. Payne

Vice President for Business Affairs

Mitchell H. Payne, J.D.

Printed Name

Date

4-29-14

SECOND PARTY:

J. Gregory Clare

Signature & Title

J. Gregory Clare

Printed Name

Date

(Mr. J. Gregory Clare)

NOTE:

Second Party may not begin work until contract has been received by the Legislative Research Commission. Receipt of a University of Louisville Purchase Order will be the department's notification that payment may be made.

3/28/11

UNIVERSITY OF LOUISVILLE

RECOMMENDED BY:

Gregory A. Koshovec

Chair/Department Head

Signature confirms that funds are available to cover the cost of these services

Gregory A. Koshovec 2/21/2014

Printed Name

Date

Dana B. Mayton

Dana B. Mayton 4-28-14

REVIEWED AS TO FORM & LEGALITY:

Gregory A. Koshovec

Attorney, University of Louisville

Gregory A. Koshovec 2/21/2014

Printed Name

Date

RECOMMENDED BY:

Sally Jensen Matsberger

Purchasing Officer or Authorized Representative

Sally Jensen Matsberger 4-25-14

Printed Name

Date

FIRST PARTY:

M. H. Payne

Vice President for Business Affairs

Mitchell H. Payne, J.D.

4-29-14

Printed Name

Date

SECOND PARTY:

Randall S. Strause

Signature & Title

Randall S. Strause 2/25/14

Printed Name

Date

(Strause Law Group PLLC)

NOTE:

Second Party may not begin work until contract has been received by the Legislative Research Commission. Receipt of a University of Louisville Purchase Order will be the department's notification that payment may be made.

UNIVERSITY OF LOUISVILLE

RECOMMENDED BY:

Chair/Department Head

Signature confirms that funds are available to cover the cost of these services

Printed Name

Date

REVIEWED AS TO FORM & LEGALITY:

Attorney, University of Louisville

Printed Name

Date

RECOMMENDED BY:

Purchasing Officer or Authorized Representative

Printed Name

Date

FIRST PARTY:

Vice President for Business Affairs

Mitchell H. Payne, J.D.

Printed Name

Date

SECOND PARTY:

Signature & Title

Printed Name

Date

NOTE:

Second Party may not begin work until contract has been received by the Legislative Research Commission. Receipt of a University of Louisville Purchase Order will be the department's notification that payment may be made.

UNIVERSITY OF LOUISVILLE

RECOMMENDED BY:

Chair/Department Head

Signature confirms that funds are available to cover the cost of these services

Printed Name

Date

REVIEWED AS TO FORM & LEGALITY:

Attorney, University of Louisville

Printed Name

Date

RECOMMENDED BY:

Purchasing Officer or Authorized Representative

Printed Name

Date

FIRST PARTY:

Vice President for Business Affairs

Mitchell H. Payne, J.D.

Printed Name

Date

SECOND PARTY:

Signature & Title

Printed Name

Date

NOTE:

Second Party may not begin work until contract has been received by the Legislative Research Commission. Receipt of a University of Louisville Purchase Order will be the department's notification that payment may be made.

CONFLICT OF INTEREST CERTIFICATION

By signature below, the Chair/Department Head or the individual(s) that signs the Personal Service Agreement as Recommended By in the signature block listed as Chair/Department Head is certifying

(1) that he/she is not and will not be in violation of the University of Louisville Conflict of Interest Policies found at <http://louisville.edu/conflictinterest/policies> by this personal services contract being executed,

(2) that neither he/she nor any member of his/her immediate family has an interest in any business entity/individual involved in the performance of this contract; and

(3) that any potential conflict of interest involving this contract has been disclosed in accordance with UofL's Conflict of Interest policies and,

☒

(A) there was no Conflict of Interest which was required to be managed by a Management Plan; or

☐

(B) this contract is being executed in accordance with an approved Management Plan.


Chair/Department Head

4-28-14
Date

CONTINUATION OF PSC 13-001A-H
UTILIZING SAME TERMS & CONDITIONS & PRICING
PROVIDED ON RFP 127-PSC

Legislative Research Commission
Personal Services Contract Proof of Necessity (PON)

Contract Number 15-007A-H

UNIVERSITY OF LOUISVILLE

Agency

University Counsel Office

Division, Branch, etc.

TYPE OF CONTRACT: ☒ New ☐ Renewal (Renegotiation) or ☐ Extension for Time Only

NOTE: All questions must be answered fully. If space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Questions regarding this form should be directed to the Bureau/Staff Office Contract Officer.

1. Name & Address of Contractor:

SEE ATTACHED

2. Effective Period of Contract:

Start Date: July 1, 2014

End Date: June 30, 2016

3. Explain work to be performed. (Be specific. Include: Description of project; type(s) of service to be delivered; reports or products to be prepared; reason for duration of contract; etc.)

Provide legal advice and representation of the University, its Trustees, officers, employees and agents defending various legal matters.

4. A. Does an identified or anticipated reason now exist which would indicate a need to renew the contract for the succeeding fiscal year? Yes. If yes, explain: continuation of representation in various matters and other matters assigned

B. Will the contract provide for cancellation by the Department upon a maximum of 30 days or less written notice to the contractor? Yes

5. FINANCIAL AND CONTRACT COST DATA:

A. Total Projected Cost of Contract: \$ 600,000.00

Source of Funds: Federal: \$ _____ State: \$ 600,000.00 Local/Other: \$ _____

B. If contract is supported by federal funds, indicate: grant/project title; grant I.D. number; and CFDA number:

C. If contract is supported by state funds, indicate source(s) and amount(s) (i.e., General Fund, Trust and Agency, Other):

D. Was the contract cost included in the original Budget Request? ☒ YES ☐ NO If no, explain:

E. Describe in detail how the projected cost of the contract was derived (attach proposed budget when applicable):

F. Basis for Payment: *Hourly: \$ see attached per hour *Per Diem: _____ per day
*Fee for Service: \$ _____ per service *Other - Explain: _____

G. Method of Payment: *Straight Disbursement ☒ *Inter-Account ☐

H. Frequency of Payment: *Monthly ☒ *Quarterly ☐ *Upon Completion ☐
*Other ☐ Explain: _____

I. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor: SEE LIST ATTACHED

I. Social Security Number (if individual) or IRS I.D. Number (if firm or corporate entity) of proposed contractor: _____

NOTE: If professional employment contract with firm or corporate entity, attach a complete list of names and social security numbers of all officers, as well as all employees performing work directly related to the contract. If individual, attach name and social security number.

J. If an individual, will the terms of contract require that the contractor be considered an "employee" of this Department for FICA purposes? _____

6. JUSTIFICATION FOR CONTRACTING WITH AN OUTSIDE PROVIDER TO PERFORM THE SERVICE

The following questions should be addressed at a minimum:

What in-house method(s) were considered and why were potential in-house method(s) rejected? Is the part of such nature that: it should be done independently of the agency to avoid a conflict of interest; it requires unique or special expertise/qualifications; and/or legal or other special circumstances require use of an outside provider? If services are needed on a continuing basis, describe efforts made to secure services through regular state employment channels? Will agency personnel provide staff support services to the contractor?

7. Name and address of other provider(s) considered to perform the service:

8. Basis for selection of the proposed contractor (explain process used in making decision, i.e., solicitation of proposals, bids, references, and evaluation criteria applied):

9. PLANNED SUPERVISION AND MONITORING OF THE CONTRACTOR'S PERFORMANCE:

A. Name and Title of Responsible Person: Dana B. Mayton, Interim University Counsel
Office and Location: 206 Grawemeyer Hall, Belknap Campus
Telephone Number: 502-852-6981

B. Describe the monitoring activities, both programmatic and fiscal, which will be performed including the manner in which monitoring needs will be addressed in the contract to facilitate this activity:

SIGNATURES:

PREPARED BY: Katie Niehaus

DATE: 4-28-14

RECOMMENDED BY: Dana B. Mayton

DATE: 4-28-14

Title: Interim Univ Counsel

APPROVED BY: M. H. Payne

DATE: 4-29-14

Vice President for Business Affairs

(Printed with state funds)